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Attorneys for Defendant  
MCLAREN AUTOMOTIVE, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

MICHAEL ELIYAHU, an individual,

Plaintiff,

v.

MCLAREN AUTOMOTIVE, INC., a  
Delaware Corporation; and DOES 1  
through 20, inclusive,

Defendants.

Case No.: 2:19-cv-00920-PSG-MAA

**AMENDED STIPULATION AND  
PROTECTIVE ORDER**

Case Filed: December 27, 2018  
Case Removed: February 7, 2019  
Trial Date: May 26, 2020

1           1. A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3           proprietary, or private information for which special protection from public  
4           disclosure and from use for any purpose other than prosecuting this litigation may  
5           be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6           enter the following Stipulated Protective Order. The parties acknowledge that this  
7           Order does not confer blanket protections on all disclosures or responses to  
8           discovery and that the protection it affords from public disclosure and use extends  
9           only to the limited information or items that are entitled to confidential treatment  
10          under the applicable legal principles. The parties further acknowledge, as set forth  
11          in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12          to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13          procedures that must be followed and the standards that will be applied when a  
14          party seeks permission from the court to file material under seal.

15                   B. GOOD CAUSE STATEMENT

16           This action is likely to involve trade secrets, non-public or private  
17           information, research, development, financial, technical and/or proprietary  
18           information for which special protection from public disclosure and from use for  
19           any purpose other than prosecution of this action is warranted. Such confidential  
20           and proprietary materials and information consist of, among other things,  
21           confidential or proprietary business or financial information, information  
22           regarding confidential or competitive business practices, or other confidential  
23           research, development, or information (including information implicating privacy  
24           rights of third parties), information otherwise generally unavailable to the public,  
25           or which may be privileged or otherwise protected from disclosure under state or  
26           federal statutes, court rules, case decisions, or common law. Accordingly, to  
27           expedite the flow of information, to facilitate the prompt resolution of disputes  
28



1 over confidentiality of discovery materials, to adequately protect information the  
2 parties are entitled to keep confidential, to ensure that the parties are permitted  
3 reasonable necessary uses of such material in preparation for and in the conduct of  
4 trial, to address their handling at the end of the litigation, and serve the ends of  
5 justice, a protective order for such information is justified in this matter. It is the  
6 intent of the parties that information will not be designated as confidential for  
7 tactical reasons and that nothing be so designated without a good faith belief that  
8 it has been maintained in a confidential, non-public manner, and there is good  
9 cause why it should not be part of the public record of this case.

10 2. DEFINITIONS

11 2.1 Action: This pending action entitled *Michael Eliyahu v. McLaren*  
12 *Automotive, Inc.*, United States District Court, Central District, Case No. 2:19-cv-  
13 00920-PSG-MAA.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 "CONFIDENTIAL."

25 2.6 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced  
28 or generated in disclosures or responses to discovery in this matter.

1           2.7   Expert: a person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its counsel to serve  
3   as an expert witness or as a consultant in this Action.

4           2.8   House Counsel: attorneys who are employees of a party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   counsel.

7   3.    SCOPE  
8

9           The protections conferred by this Stipulation and Order cover not only  
10   Protected Material (as defined above), but also (1) any information copied or  
11   extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12   compilations of Protected Material; and (3) any testimony, conversations, or  
13   presentations by Parties or their Counsel that might reveal Protected Material. Any  
14   use of Protected Material at trial shall be governed by the orders of the trial judge.  
15   This Order does not govern the use of Protected Material at trial.

16   4.    DURATION  
17

18           Even after final disposition of this litigation, the confidentiality obligations  
19   imposed by this Order shall remain in effect until a Designating Party agrees  
20   otherwise in writing or a court order otherwise directs. Final disposition shall be  
21   deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
22   with or without prejudice; and (2) final judgment herein after the completion and  
23   exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
24   including the time limits for filing any motions or applications for extension of  
25   time pursuant to applicable law.

26   ///

27   ///

28   ///



1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3     Each Party or Non-Party that designates information or items for protection under  
4     this Order must take care to limit any such designation to specific material that  
5     qualifies under the appropriate standards. The Designating Party must designate for  
6     protection only those parts of material, documents, items, or oral or written  
7     communications that qualify so that other portions of the material, documents,  
8     items, or communications for which protection is not warranted are not swept  
9     unjustifiably within the ambit of this Order.

10            Mass, indiscriminate, or routinized designations are prohibited. Designations  
11     that are shown to be clearly unjustified or that have been made for an improper  
12     purpose (e.g., to unnecessarily encumber the case development process or to  
13     impose unnecessary expenses and burdens on other parties) may expose the  
14     Designating Party to sanctions.

15            If it comes to a Designating Party's attention that information or items that it  
16     designated for protection do not qualify for protection, that Designating Party must  
17     promptly notify all other Parties that it is withdrawing the inapplicable designation.

18            5.2     Manner and Timing of Designations. Except as otherwise provided in  
19     this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20     stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21     under this Order must be clearly so designated before the material is disclosed or  
22     produced.

23            Designation in conformity with this Order requires:

24            (a) for information in documentary form (e.g., paper or electronic  
25     documents, but excluding transcripts of depositions or other pretrial or trial  
26     proceedings), that the Producing Party affix at a minimum, the legend  
27     "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
28     contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the  
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party must affix  
11 the "CONFIDENTIAL legend" to each page that contains Protected Material. If  
12 only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and  
19 for any other tangible items, that the Producing Party affix in a prominent place on  
20 the exterior of the container or containers in which the information is stored the  
21 legend "CONFIDENTIAL." If only a portion or portions of the information  
22 warrants protection, the Producing Party, to the extent practicable, shall identify  
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party's right to secure protection under this Order for such  
27 material. Upon timely correction of a designation, the Receiving Party must make  
28



1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge  
5 a designation of confidentiality at any time that is consistent with the  
6 Court's Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be  
10 on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that  
19 is disclosed or produced by another Party or by a Non-Party in connection with  
20 this Action only for prosecuting, defending, or attempting to settle this Action.  
21 Such Protected Material may be disclosed only to the categories of persons and  
22 under the conditions described in this Order. When the Action has been  
23 terminated, a Receiving Party must comply with the provisions of section 13  
24 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.  
28

1           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party,  
3 a Receiving Party may disclose any information or item designated  
4 "CONFIDENTIAL" only to:

5           (a) the Receiving Party's Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10           (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

13           (d) the court and its personnel;

14           (e) court reporters and their staff;

15           (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18           (g) the author or recipient of a document containing the information or  
19 a custodian or other person who otherwise possessed or knew the information;

20           (h) during their depositions, witnesses ,and attorneys for witnesses,  
21 in the Action to whom disclosure is reasonably necessary provided: (1) the  
22 deposing party requests that the witness sign the form attached as Exhibit A  
23 hereto; and (2) they will not be permitted to keep any confidential information  
24 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit  
25 A), unless otherwise agreed by the Designating Party or ordered by the court.  
26 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
27 Protected Material may be separately bound by the court reporter and may not  
28



1 be disclosed to anyone except as permitted under this Stipulated Protective  
2 Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

6 If a Party is served with a subpoena or a court order issued in other litigation  
7 that compels disclosure of any information or items designated in this Action as  
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or  
12 order to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification shall include  
14 a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be  
16 pursued by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with  
18 the subpoena or court order shall not produce any information designated in this  
19 action as “CONFIDENTIAL” before a determination by the court from which the  
20 subpoena or order issued, unless the Party has obtained the Designating Party’s  
21 permission. The Designating Party shall bear the burden and expense of seeking  
22 protection in that court of its confidential material and nothing in these provisions  
23 should be construed as authorizing or encouraging a Receiving Party in this Action  
24 to disobey a lawful directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by  
28 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such

1 information produced by Non-Parties in connection with this litigation is protected  
2 by the remedies and relief provided by this Order. Nothing in these provisions  
3 should be construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request,  
5 to produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-  
9 Party that some or all of the information requested is subject to a confidentiality  
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated  
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the  
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within  
17 14 days of receiving the notice and accompanying information, the Receiving  
18 Party may produce the Non-Party's confidential information responsive to the  
19 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
20 Party shall not produce any information in its possession or control that is subject  
21 to the confidentiality agreement with the Non-Party before a determination by the  
22 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
23 expense of seeking protection in this court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has  
26 disclosed Protected Material to any person or in any circumstance not authorized  
27 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
28 notify in writing the Designating Party of the unauthorized disclosures, (b) use its



1 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
2 the person or persons to whom unauthorized disclosures were made of all the terms  
3 of this Order, and (d) request such person or persons to execute the  
4 "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
5 Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other  
10 protection, the obligations of the Receiving Parties are those set forth in Federal  
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
12 whatever procedure may be established in an e-discovery order that provides for  
13 production without prior privilege review. Pursuant to Federal Rule of Evidence  
14 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
15 of a communication or information covered by the attorney-client privilege or  
16 work product protection, the parties may incorporate their agreement in the  
17 stipulated protective order submitted to the court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within  
6 60 days of a written request by the Designating Party, each Receiving Party must  
7 return all Protected Material to the Producing Party or destroy such material. As  
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
9 compilations, summaries, and any other format reproducing or capturing any of the  
10 Protected Material. Whether the Protected Material is returned or destroyed, the  
11 Receiving Party must submit a written certification to the Producing Party (and, if  
12 not the same person or entity, to the Designating Party) by the 60 day deadline that  
13 (1) identifies (by category, where appropriate) all the Protected Material that was  
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
15 copies, abstracts, compilations, summaries or any other format reproducing or  
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
19 and trial exhibits, expert reports, attorney work product, and consultant and expert  
20 work product, even if such materials contain Protected Material. Any such archival  
21 copies that contain or constitute Protected Material remain subject to this  
22 Protective Order as set forth in Section 4 (DURATION).

23 14. Any violation of this Order may be punished by any and all appropriate  
24 measures including, without limitation, contempt proceedings and/or monetary  
25 sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 Dated: February 21, 2020

CONSUMER LEGAL SERVICES, P.C.

4  
5  
6 Christopher M. Lovasz  
7 Jeeho H. Lim  
8 *Attorneys for Plaintiff*  
9 **MICHAEL ELIAHU**

10 Dated: February \_\_, 2020

NELSON MULLINS RILEY &  
SCARBOROUGH LLP

11  
12  
13 Lisa M. Gibson  
14 Crispin L. Collins  
15 Amy M. Toboco

16 *Attorneys for Defendant*  
17 **MCLAREN AUTOMOTIVE, INC.**

18  
19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20  
21  
22 Dated: February 25, 2020

23  
24 Honorable Maria A. Audero  
United States Magistrate Judge

EXHIBIT A ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of  
California on February \_\_, 2020 in the case of *Michael Eliyahu v. McLaren*  
*Automotive, Inc.*, United States District Court, Central District, Case No. 2:19-cv-  
00920-PSG-MAA. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to  
so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order. I  
further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or  
type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement  
of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_